



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 2nd DAY OF JANUARY, 2014

by and between SUNNKING, INC.

of 4 OWENS ROAD, BROCKPORT, NY 14420

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on DECEMBER 27, 2013 at 2:00 PM

for: ELECTRONIC WASTE RECYCLING.

WHEREAS, the bid of the Contractor submitted in accordance therewith, comprising various costs and credits,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. A213356-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

_____ XXX _____ Upon delivery, completion and approval of the
work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are
part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the
day and year first above written.

COUNTY OF ERIE

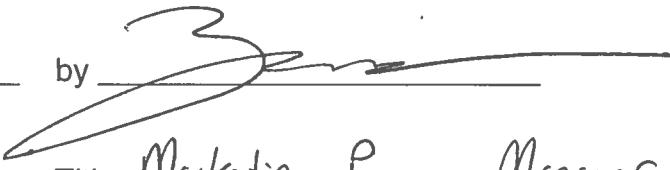
CONTRACTOR: SUNNKING, INC.

by _____
Director of Purchase

by _____

Date _____

Title _____


Marketing & Programs Manager

Date 1-9-14

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. **FAX bids are unacceptable.** Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: James D. Kucewicz, Buyer (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: A213356-002

OPENING DATE: December 27, 2013 TIME: 2:00 PM

FOR: ELECTRONIC WASTE RECYCLING

NAME OF BIDDER: _____

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special District
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- X EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "H" - MBE/ WBE Commitment
- X EXHIBIT "IC" - Insurance **CLASSIFICATION "A"**
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "R" - Confined Space Certification

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 27 day of December, 2013

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME Sunnking, Inc.

ADDRESS 4 Owens Rd.

Brockport, NY ZIP 14420

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE Marketing Manager TELEPHONE NO. 585-391-1010

County of Erie

DIVISION OF PURCHASE

Bid Specifications
BID NO. A213356-002

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Please provide pricing for the pick-up, manifesting, transporting		
			and recycling of electronic waste for:		
			1) Municipally run residential drop off site programs		
			2) Single day collection events		
			as per the attached specifications.		
			Term of contract is from January 1, 2014 through December 31, 2014		
			For questions in regard to the bid specifications, please contact		
			Paul Kranz at (716) 858-7897.		
			PLEASE SUBMIT PRICING IN		
			"SECTION 3 – PROPOSAL FOR E-WASTE RECYCLING"		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE

Freedom of Information Officer

95 Franklin Street, Rm. 1254

Buffalo, NY 14202

FAX #: 716/858-6395

Sunnking, Inc.

4 Owens Road

Brockport, NY 14420

NAME OF BIDDER

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

INVITATION TO BID – ELECTRONIC WASTE RECYCLING

ISSUING PARTY

ERIE COUNTY, NEW YORK

TECHNICAL CONTACT :

PAUL B. KRANZ, P.E. ASSOCIATE ENGINEER
ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF ENVIRONMENTAL COMPLIANCE
95 FRANKLIN STREET, ROOM 1074
BUFFALO, NEW YORK 14202
PHONE (716) 858-7897 FAX (716) 858-7713
KRANZP@ERIE.GOV

A. SECTION 1 - GENERAL

A 1. INTRODUCTION

It is the intent of Erie County (County) to enter into a contractual agreement with a qualified vendor (Vendor) who will provide services for the pick-up, manifesting, transporting and recycling of electronic waste (e-waste). This service will be provided in accordance with the terms and conditions (listed below) and in compliance with all laws, rules and regulations pertaining to handling, transport, and recycling of electronic waste. The services may be required for recycling of e-wastes generated by:

- a) municipally run residential drop off site programs;
- b) single day collections events for residential Electronic Waste
- c) County sponsored collection events for schools and small businesses

a. Municipalities in Erie County generate e-waste as part of residential drop off programs. Typically municipalities designate a drop off point at a town facility for residents to dispose of e-waste. The vendor will be responsible for providing necessary material and services for proper packaging, pick up and recycling of residential e-waste. Total E-waste will vary from municipality to municipality. For reference however, two of the largest municipalities in the County, the Town of Amherst and the Town of Tonawanda, produced 451,540 pounds and 405,277 pounds, respectively, in 2012.

b. The County supports e-waste collections to provide residents the opportunity to properly dispose and recycle unwanted electronic devices. The collections are typically held on Saturdays from 9 a.m. to 1 p.m. The number of events held each year is dependent upon budget allocations and is not set.

c. The County provides low cost disposal opportunities to small businesses, school districts and municipalities under its Conditionally Exempt Small Quantity Generator (CESQG) Program. A central location is designated for CESQG participants to bring their waste materials for proper disposal. The events, held on Fridays, would include e-waste as an option to be collected and recycled by the vendor under this bid.

The response for this bid must include costs for:

- 1. - a. Municipally run residential e-waste at drop off sites
- 2. - b & c. Collection events

Any exceptions must be noted in the bid submittal.

The County reserves the right to reject any and/or all of the proposals or prices provided without cause. The determination that any aspect of the submitted proposal does not satisfactorily meet criteria will be at the sole discretion of Erie County.

A 2. QUALIFICATIONS OF PROSPECTIVE BIDDERS

The vendor must have the facilities, equipment, financial resources and organization to perform the type, magnitude, and quality of work specified herein. The vendor must submit, as part of the response to this bid request, a copy of all permits and licenses required to complete the work described.

If at any time during the term of contract the vendor's permits, licenses and letters of approvals issued by government agencies to perform the necessary services as described herein expire (and are not renewed), are canceled, or suspended, the vendor is responsible for immediately notifying the Erie County Department of Environment and Planning (716-858-7897) and the Erie County Division of Purchase (716-858-6395).

The vendor shall provide a listing of at least three e-waste collection and recycling projects and programs of similar size and scope completed in the last three years. The list must contain the names and numbers of contact individuals responsible for the events listed as references.

The response to this bid request must include a list of:

storage/treatment/transfer/recycling/transportation and disposal facilities which may be utilized throughout the course of this contract;

subcontractors who will be, or may be, utilized in the performance of services;

contact information for each facility and subcontractor and copies of permits and/or licenses as applicable.

B. SECTION 2 - TECHNICAL REQUIREMENTS

B 1. GENERAL REQUIREMENTS

This is a full service contract. For the purposes of this contract, full service shall mean that the vendor's bid price includes, but is not necessarily limited to: all labor, all parts, material and equipment cost; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

The vendor must meet all requirements of the New York State Electronic Equipment Recycling and Reuse Act (Article 27, Title 26 of the ECL) and provide New York State Department of Environmental Conservation (NYSDEC) C7 Compliance Notification with the bid submittal.

The vendor shall provide a primary contact representative responsible for expediting the services provided by the contract and to serve as a liaison to the County. For collection events (b & c), the vendor shall provide an on-site supervisor experienced and trained in the site management of e-waste collection events, who shall direct the onsite operations of the vendor.

Copies of the Certificate of Recycling, Certificate of Destruction, Manifests and/or Chain of Custody for all materials handled under this contract must be submitted with the invoice. The vendor is to strive to achieve a zero landfill objective and provide a copy of the company policy concerning the export of unprocessed CRT's and electronics outside of North America. The vendor shall provide a listing of the recycling/disposal method to be employed for all items quoted.

Pick-up of e-waste will be made in a safe and acceptable manner. Vendor must provide all personnel protective equipment (PPE) including, but not limited to, safety glasses, tyvek suits and gloves.

Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the vendor and included herein.

B 2. Scope of Work

The Vendor is to provide the following:

B2.a Pickup and Recycling of Residential E-Waste generated from Municipal drop off sites

- The vendor must provide participating municipalities with proper shipping containers. Acceptable containers include, but are not limited to, gaylord boxes, roll-off containers, cardboard drums or trailers. All e-waste collected becomes the property of the vendor. The site for the collection of e-waste from residents will be selected by the municipality and as agreed to by the vendor. The vendor is to provide pickup of recycled material upon one week's notice by the municipality. Pickup is to be during regularly scheduled business hours. Loading of surrendered residential e-waste for shipment shall be completed by vendor personnel.

B2.b&c Collection and Recycling of E-Waste including Residential and Commercial collection events

- The vendor must collect and provide processing of e-waste generated at residential and commercial e-waste drop off sites and collection events. Erie County requires the vendor to manage and support single day electronic waste collections events to provide residents, municipalities, school districts and small businesses the opportunity to properly dispose of unwanted electronic devices. The vendor is to provide all site staff, equipment and supplies needed for Electronic Waste Collection events. The vendor is to be notified of a planned e-waste event at least one month in advance. Location of the event will be made known to the vendor at time of event notification.
- At least six tables (8' x 3'), sufficient pallets, or equivalent, for the placement of surrendered e-waste from residents along with any tents, ground covering plastic, shrink wrap, tape, etc. necessary for the set up of receiving, bulking and packaging areas.
- Vehicles necessary for the safe and efficient transport of e-waste collected.
- The vendor will arrive on-site one hour prior to the start of the collection on the day of the event and is to remain on site until all materials have been package and loaded for shipment and the site has been cleaned to the satisfaction of the County representative responsible for the event.
- The vendor will have employees on site to unload e-waste materials from vehicles in addition to staffing required to take e-waste from loading tables to stack, place in contractor's containers and load e-waste into contractor's trucks.
- The vendor will be ready to accept items by 9:00 am and not leave until all electronic items and Contractors equipment have been removed. The contractor must give the County one-week notice if they need to position trucks at the site on the Friday before event and/or have the trucks removed on the Monday following the event.
- The vendor is to provide all labor and vehicles necessary to transport the e-waste to the designated processing facility.

Documentation

Complete and accurate records showing the total weight and an itemized listing of materials collected for processing from the collections within 30 days after residential drop off site pickup and collection event. Vendor will provide certificates of recycling for all loads collected. Certificates of recycling shall include the name of the vendor, date when load was processed, an itemized listing of materials processed, and the signature of an authorized representative of the vendor. The vendor will provide a "Certificate of Destruction" for hard drives collected.

Transportation:

Vendor will comply with regulations of the United States Department of Transportation as specified in CFR Title 49 and regulations for transporting waste as promulgated by the EPA, DEC, and any other State, municipal and/or Federal Agency having or obtaining jurisdiction of the waste. Transport vehicles used in the transportation of e-waste will be adequate and suitable for handling and transporting standard packaging & pallets as required by NYSDOT.

Certification:

Vendor will provide to customer certification verifying that all e-waste has been recycled in accordance with all rules, regulations, permits and licenses as further specified herein. Certification will be in writing and will include but not be limited to the following information:

- Originating customer name and address
- Date and location of processing
- Description of process (i.e. component separation, reclamation, etc.)
- Reference number from manifest accompanying original waste

Inspection:

Erie County reserves the right to inspect vendor's facilities to review facility records and documents pertinent to the vendor's operations.

This documentation will include, but will not be limited to permits/approvals, manifests, schedules of pick-ups, storage logs, lab tests, analysis reports, and certificates of recycle/disposal.

Erie County reserves its inspection rights prior to the contract award and lasting for the full term of the awarded contract.

Statement (billing):

The contractor shall submit to Erie County no more than one statement for services rendered under the contract per drop off site pickup or collection event. The statement shall detail all services as specified in Section 3 and must indicate all unit costs/reimbursement and number of units collected. The statement must be submitted no later than 30 days subsequent to the pick-up date. A sample statement is required to be submitted with bid proposals.

C. SECTION 3 - PROPOSAL FOR E-WASTE RECYCLING

Any and all costs/reimbursements for collection, transportation, processing, and record keeping services will be accounted on a per unit basis. The bidder will submit an "Event Mobilization Fee" if applicable for events (b&c) which will act as a minimum charge to which the unit costs, or credits, are to be applied. Event Mobilization Fee must include all cost for personnel, materials, equipment, supplies, fees and other expenses required to perform the services specified above. No additional charges, other than per unit costs of collected materials, will be approved for payment. For each type of waste listed below, please complete all boxes in the table. Provide a cost per unit (or credit per unit, if applicable) for disposal/recycling. If no charge will be required for any of the wastes listed, N/C should be entered into the appropriate box. Payment for items not specifically listed or included in the bid under Special Terms and Conditions will not be accepted.

***Pricing for bid MUST be submitted on the following grids to be considered.**

Please provide pricing for all items, however only Item #1 pricing will be used to determine low bidder.
Bid evaluation will be based on 200lbs per pallet and a ratio of 63% CRTs / 37% non-CRTs.

ITEM #1 – Municipally Run Drop-Off Site Programs

	0-8 Pallets		9-21 Pallets		22-43 Pallets		44+ Pallets	
1 Cost per Pick-Up	\$0		\$0		\$0		\$0	
Waste Type	Cost Per Pound	Credit Per Pound	Cost Per Pound	Credit Per Pound	Cost Per Pound	Credit Per Pound	Cost Per Pound	Credit Per Pound
2 Monitors (CRT)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3 Monitors (Flat)	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
4 All in One Monitor/CPU	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
5 Televisions (CRT)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6 Televisions (Flat)	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
7 CPU/Servers/Laptops/Mainframes	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
8 Printers/Fax Machines/Scanners	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
9 Desktop Copy Machines	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
10 Telephones/Cell Phones/PDAs	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
11 Audio/Video Equipment	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
12 Misc. peripherals	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
13 Calculators	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
14 Uninterrupted Power Sources	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
15 Audio/Video components	\$0	\$0	\$0	\$.05	\$0	\$.07	\$0	\$.08
16 Other (specify: i.e. broken CRT) Broken CRT Glass	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Special Terms or Conditions \$50 pick-up fee for 4 pallets or less

ITEM #2 – Single Day Collection Events

0-8 Pallets

9-21 Pallets

22-43 Pallets

44+ Pallets

1 Event Mobilization Fee	\$0		\$0		\$0		\$0	
Waste Type	Cost Per Pound	Credit Per Pound	Cost Per Pound	Credit Per Pound	Cost Per Pound	Credit Per Pound	Cost Per Pound	Credit Per Pound
2 Monitors (CRT)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3 Monitors (Flat)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4 All in One Monitor/CPU	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5 Televisions (CRT)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6 Televisions (Flat)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7 CPU/Servers/Laptops/Mainframes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8 Printers/Fax Machines/Scanners	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9 Desktop Copy Machines	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10 Telephones/Cell Phones/PDAs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11 Audio/Video Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12 Misc. peripherals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13 Calculators	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14 Uninterrupted Power Sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15 Audio/Video components	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16 Other (specify: i.e. broken CRT) Broken CRT Glass	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Special Terms or

Conditions _____

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:
IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie

DIVISION OF PURCHASE

14. **GRATUITIES, ILLEGAL OR IMPROPER SCHEMES.** The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **INSURANCE** shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER. CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. **ANY CASH DISCOUNT** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **CHANGES IN THE WORK.** The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. **BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. **IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED**, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. **ANY ADDITIONAL INFORMATION** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. **WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. **CONTRACTOR SHALL CLEAN UP** and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

County of Erie

DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

- a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
- b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Sunnking, Inc.

ADDRESS OF PRINCIPAL OFFICE STREET 4 Owens Rd.

CITY Brockport

AREA CODE 585 PHONE 637-8365 STATE NY ZIP 14420

Check one: CORPORATION X PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET 1800 Broadway, Unit 4A

CITY Buffalo

AREA CODE 585 PHONE 637-8365 STATE NY ZIP 14212

NAMES AND ADDRESSES OF PARTNERS:



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



**COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE**

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 202 Broad St., Tonawanda, NY 14150-2098
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 415 Lawrence Bell Dr., PO Box 9070, Williamsville, NY 14231-9070
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

MBE/WBE COMMITMENT

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than \$15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and
2. Solicitation of bids from MBEs and WBEs; and
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and
4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and
5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shall be certified by the County Division of E.E.O.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT the County of Erie. However, some vendors may be obtained from:

Director
Erie County Division of E.E.O.
95 Franklin Street
6TH Floor
Buffalo, NY 14202
(716) 858-7542

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: _____
BID DATE: _____

ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY:

AUTHORIZED REPRESENTATIVE:

ADDRESS: _____

TELEPHONE NUMBER: (____) _____

BID NAME:

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE

AMOUNT OF
PROPOSAL

PRIOR
CERTIFICATION

CONTRACT
EXECUTED

REASON IF
CONTRACT
NOT
AWARDED

Name: _____

YES

Address: _____

NO

Telephone No. _____

IRS # _____

Name: _____

YES

Address: _____

NO

Telephone No. _____

IRS # _____

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF	PRIOR	CONTRACT	REASON IF
		PROPOSAL	CERTIFICATION	EXECUTED	CONTRACT NOT AWARDED

Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

- III. Total Dollar Amount to be subcontracted to
 Minority Business Enterprise(s). \$
 Women Business Enterprise(s). \$
- IV. Total Amount of Bid \$
- V. MBE Percent (%) of project bid %
 WBE Percent (%) of project bid %
- VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE
 AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____ DATE _____

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the
Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including,
but not limited to, cancelled checks to verify these amounts.

VENDOR: _____ BID NO. _____

MBE	TOTAL AMOUNT EXPENDED
-----	-----------------------

WBE	
-----	--

TOTAL OF ALL MBE SUBCONTRACTS	\$ _____
-------------------------------	----------

TOTAL OF ALL WOMEN SUBCONTRACTS	\$ _____
---------------------------------	----------

AMOUNT OF CONTRACT (PRIME)	\$ _____
----------------------------	----------

FINAL MBE PERCENTAGE	\$ _____
----------------------	----------

FINAL WBE PERCENTAGE	\$ _____
----------------------	----------

I _____, as an official representative of _____, do hereby certify that the
information listed above is correct and complete.

SIGNATURE

TITLE

DATE

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
6th Floor
Buffalo, NY 14202

(01/09)

WAIVER RECOMMENDATION

COMPANY: Sunnking, Inc.

ADDRESS: 4 Owens Rd., Brockport, NY 14420

TELEPHONE NUMBER: (585) 637-8365 BID NO.: A213356-002

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and
2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

- | | |
|-----------------------------------|-----------|
| 1. <u>self contained business</u> | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

12-27-13 [Signature]
 DATE SIGNATURE OF AUTHORIZED
 COMPANY REPRESENTATIVE

Granted in Whole: ☒ _____

Granted in Part: _____

Comments:

[Signature] 1/8/2014
 DIRECTOR OF E.E.O. DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tompkins Insurance Agencies, Inc. 90 Main Street Batavia NY 14020		CONTACT NAME: Donna Hummel PHONE (A/C No. Ext): (585) 344-0833 FAX (A/C No.): (585) 344-1354 E-MAIL ADDRESS: dhummel@tompkinsins.com	
INSURED SUNNKING, INC 4 Owens Road Brockport NY 14420		INSURER(S) AFFORDING COVERAGE INSURER A NETHERLANDS INSURANCE INSURER B EXCELSIOR INSURANCE INSURER C Philadelphia Insurance Group INSURER D: INSURER E: INSURER F:	
		NAIC # 24171 11045	

COVERAGES**CERTIFICATE NUMBER:** 13-14**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CBP8341329	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA8348731 Hired Physical Damage \$100,000 w/ \$100 Comp Ded & \$1,000 Collision Ded	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 10,000
	B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU8349731	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
C	Pollution Liab \$5,000 Ded		PHPK1018615	5/5/2013	5/5/2016	\$500,000 Each Occurrence	
A	Leased/Rented Equipment		CBP8341329	10/1/2013	10/1/2014	\$25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Erie and Any Board, Bureau, Commission or Agency thereof are listed as Additional Insured as per written contract regarding Bid #A213356-002

ORIGINAL DOCUMENT
ON FILE

FEB 28 2014

IN LAW DOCUMENT

CERTIFICATE HOLDER**CANCELLATION**

County of Erie
95 Franklin Street
Buffalo, NY 14202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Boyce/DONNA

David S. Boyce



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

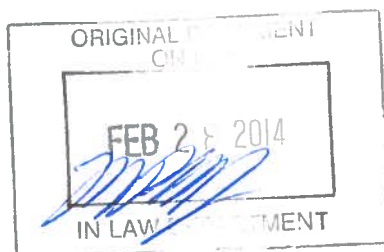
***** 161579897
KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528

POLICYHOLDER SUNNKING, INC. 4 OWENS RD BROCKPORT NY 14420		CERTIFICATE HOLDER COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO NY 14202	
POLICY NUMBER G 2255 553-6	CERTIFICATE NUMBER 969706	PERIOD COVERED BY THIS CERTIFICATE 11/01/2013 TO 11/01/2014	DATE 1/30/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2255 553-6 UNTIL 11/01/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 11/01/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.



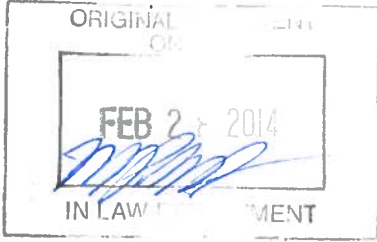
NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 112228815

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and Address of Insured (Use street address only) Sunnking Inc 4 Owens Road Brockport, NY 14420 <i>Work Location of Insured (Only required if coverage is specifically Limited to certain locations in New York State, i.e. a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (585)391-1002 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured 161579897
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO, NEW YORK 14202 <div style="text-align: center; margin-top: 10px;"></div>	3a. Name of Insurance Carrier State Fund #489 3b. Policy Number of entity listed in box "1a": 22555536 3c. Policy effective period: 11/1/2013 to 11/1/2014 3d. The Proprietor, Partners or Executive Officers are: <input checked="checked" type="checkbox"/> Included. (Only check box if all partners/officers include) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has the coverage as depicted on this form.

Approved by:

Keevily Spero Whitelaw, Inc.

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:



January 30, 2014

(Signature)

(Date)

Title:

President

Telephone Number of authorized representative or licensed agent of insurance carrier: (914) 381-5511

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to use it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.